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## EXHIBIT E MAINTENANCE PLAN

### **INTRODUCTION**

This Maintenance Plan between [insert concessioner name] (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") sets forth the Maintenance responsibilities of the Concessioner and the Service with regard to those lands within Yellowstone National Park (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by the Contract. In the event of any apparent conflict between the terms of the Contract and this Maintenance Plan, the terms of the Contract, including its designations and amendments will prevail. Full compliance with the requirements of this Maintenance Plan is required in order to satisfy the Concessioner's Maintenance obligations under the terms of the Contract, including, without limitation, Component Renewal as defined below.

This plan will remain in effect until superseded or amended. It will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area. Revisions may not be inconsistent with the terms and conditions of the main body of the Contract. Any revisions must be reasonable and in furtherance of the purposes of this Contract.

### **PART A – GENERAL STANDARDS**

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#### **1) General Concession Facilities Standards**

Pursuant to the Contract, the Concessioner is solely responsible for the Maintenance of all Concession Facilities to the satisfaction of the Service. Compliance with the terms of this Maintenance Plan is required for this purpose.

The Concessioner must conduct all Maintenance activities in compliance with Applicable Laws. Applicable Laws include, but are not limited to Service standards, DOI and NPS Asset Management Plans, NPS Management Policies, manufacturer recommendations and specifications and those otherwise defined in the Contract.

#### **2) Definitions**

In addition to the defined terms contained or referenced in the Contract, the following definitions apply to this Maintenance Plan.

**Asset** – Real Property that the Service desires to track and manage as a distinct identifiable entity. It may be a physical structure or grouping of structures, land features, or other tangible property that has a specific service or function such as an office building, lodge, motel, cabin, residence, campground, marina, etc.

**Component** – A portion of an Asset or system.

**Concession Facilities** - Concession Facilities, as defined in the main body of the Contract, are all Area lands assigned to the Concessioner under the Contract and all real property improvements assigned to the Concessioner under the Contract.

**Contract** – The agreement (as it may be amended from time to time) to which this Maintenance Plan is attached, including all attachments, exhibits or incorporated provisions of the agreement.

**Deficiencies** – Defects in an Asset or Component that results when Maintenance is not performed in a timely manner. Deficiencies may not have immediately observable physical consequences, but when allowed to accumulate uncorrected, lead to deterioration of performance, loss of Asset value, or both.

**Environmentally Preferable** - Products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, productions, manufacturing, packaging, distributions, reuse, operations, maintenance, or disposal of a product or service. Product considerations include, but are not limited to, the

environmental impacts of the product's manufacture, product toxicity, and product recycled content including post-consumer material, amount of product packaging, energy or water conserving features of the product, product recyclability and biodegradability. These include those products for which standards have been established for federal agency facilities and operations.

**Facility Operations** – Operational actions performed by the Concessioner on a recurring basis that meet daily operational needs of Concession Facilities. Typical work performed under Facility Operations includes janitorial and custodial services, snow removal, operation of utilities, and grounds keeping. Certain Facility Operations requirements may be included in Exhibit A (Operating Plan) to the Contract.

**Feasible** - The ability to provide the equipment, materials or procedures that are required because they are technically possible, economically reasonable, appropriate for the location and the use identified, and consistent with industry best management practices.

**Hazardous Substance** – Any hazardous waste, hazardous chemical or hazardous material as defined under 40 Code of Federal Regulations (CFR), Part 261, US Occupational Safety and Health Administration (OSHA) in 29 CFR 1910.1200 or 40 CFR 171, respectively.

**Hazardous Waste** - Any waste defined as such under 40 CFR 261 – 265.

**Maintenance** – The maintenance of Concession Facilities as described in this Maintenance Plan. Maintenance includes, but is not limited to, actions taken under the following maintenance categories: Recurring Maintenance; Facility Operations; Preventive Maintenance; and Repair.

**Personal Property** – Manufactured items of independent form and utility including equipment and objects solely for use by the Concessioner to conduct business. Personal Property includes, without limitation, removable equipment, furniture and goods, necessary for Concessioner operations under the Contract. Personal Property may be Government assigned property.

**Repair** – Work undertaken to restore damaged or worn out Assets or Components to a fully functional operating condition.

**Replacement** – Exchange or substitution of one Asset or Component for another that has the capacity to perform the same function at a level of utility and service equivalent to the original Asset or Component.

**Solid Waste** - Discarded household and business items such as product packaging, grass clippings and other green waste, furniture, clothing, bottles, food scraps, newspapers, white goods and other appliances. It is more commonly referred to as trash, garbage, litter, or rubbish. The term "solid waste," as used in this Maintenance Plan, does not include sewage, septic sludge, hazardous waste, universal waste and miscellaneous maintenance wastes such as used oil, tires and lead-acid batteries.

**Sustainable Design** - Design that applies the principles of ecology, economics, and ethics to the business of creating necessary and appropriate places for people to visit, live in or work. Development that has a sustainable design sites lightly on the land, demonstrates resource efficiency, and promotes ecological restoration and integrity, thus improving the environment, the economy and society.

**Sustainable Practices/Principles** - Those choices/decisions, actions and ethics that will best achieve ecological/biological integrity; protect qualities and functions of air, water, soil, and other aspects of the natural environment; and preservation of human cultures. Sustainable practices allow for use and enjoyment by the current generation, while ensuring that future generations will have the same opportunities.

**Useful Life** – The serviceable life of an Asset or Component.

**Universal Waste** – Any waste as defined under 40 CFR § 273. These include but are not limited to mercury-containing materials such as thermostats, mercury containing lamps such as fluorescent, high intensity discharge, sodium vapor, mercury vapor, lamps, cathode ray tubes (CRTs) from computers and televisions, nickel-cadmium and sealed lead-acid batteries and waste pesticides.

**Waste Prevention** - Any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

**Waste Reduction** - Preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

### **3) Concessioner Responsibilities**

#### **A) In General**

- 1) The Concessioner must undertake Maintenance of Concession Facilities to the satisfaction of the Service, including, without limitation, compliance with the requirements of this Maintenance Plan.
- 2) All Maintenance must be undertaken in accordance with Applicable Laws, including without limitation, applicable building and safety codes. All personnel conducting Maintenance must have the appropriate skills, experience, licenses and certifications to conduct such work.
- 3) The Concessioner must submit to the Service design plans for approval that clearly show the location, type, and materials of all temporary structures within the skiers camp.
- 4) The Concessioner, where applicable, must obtain the appropriate permits required by State or local law, U.S. Environmental Protection Agency, and other regulatory agencies and provide copies of the permits to the Service.
- 5) The Concessioner must conduct Maintenance activities in a manner that, to extent feasible, minimizes environmental impact and utilizes principles of preventive maintenance, waste prevention and reduction, sustainable design and sustainable practices/principles and incorporates best management practices.
- 6) The Concessioner must comply with the Americans with Disabilities Act and the Architectural Barriers Act guidelines where applicable.
- 7) The Concessioner will not construct or install non-removable equipment or facilities.

#### **B) Environmental, Historic, and Cultural Compliance.**

- 1) Certain Maintenance actions may be subject to compliance procedures under the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and other laws as part of a planning process that allows the Service to ensure that all Concessioner activities meet the requirements of Applicable Laws for natural and cultural resource protection.
- 2) The Concessioner in cooperation with the Service will determine what environmental compliance may be required for particular Maintenance actions.
- 3) Any proposed Maintenance actions that require review under these procedures must be submitted to the Superintendent by the Concessioner in the format required.
- 4) The Concessioner may be required to prepare an environmental assessment, environmental impact statement, or related documents at its expense for certain Maintenance actions. The Service will advise the Concessioner on proper process and procedure.

### **4) Concessioner Inspections**

The Concessioner must conduct annual inspections of Concession Facilities to determine compliance with this Maintenance Plan and to develop future Maintenance requirements.

### **5) Personal Property Report**

The Concessioner must provide the Service with a planned Personal Property replacement, rehabilitation, and repair schedule, including oversnow vehicles used in the performance of this contract, for the next calendar year annually by August 15 for review and approval of the Service. The plan must include the specifications, item description, estimated date of replacement, estimated replacement cost, expected life of replacement property, and expected salvage value of replaced Personal Property at time of replacement.

**6) Service Responsibilities**

Nothing in this Maintenance Plan will be construed as requiring the Service to conduct Maintenance of Concession Facilities of any kind except as otherwise expressly stated by the terms of this Maintenance Plan. Part B of this Maintenance Plan may describe certain Service responsibilities for particular elements of Maintenance of Concession Facilities. Any approval or consent given by the Service of any plan, permit, report, inspection, or any other consent or approval given by the Service under this Maintenance Plan does not relieve the Concessioner or the Concessioner's contractors of any responsibility for any errors or omissions or from the responsibility to comply with the requirements of this Maintenance Plan or the Contract.